



# Memorandum of Understanding and Mutual Support



By and Between

*Red Cliff Band of Lake Superior Chippewa*

*And*

*Wisconsin Department of Public Instruction*

This Memorandum of Understanding and Mutual Support (hereinafter referred to as the "MOU") is effective as of December 3, 2018, and is entered into by and between the Red Cliff Band of Lake Superior Chippewa, 88455 Pike Road, Bayfield, WI, 54814 and the Wisconsin Department of Public Instruction, 125 South Webster Street, Madison, WI 5370-7841 for the purpose of addressing issues of mutual interest to the parties regarding the education of school-age members of the Red Cliff Band of Lake Superior Chippewa.

## RECITALS:

**Whereas**, the issues of mutual interest include promoting positive perceptions and improving the nature and scope of interactions between the Red Cliff Band of Lake Superior Chippewa and the Wisconsin Department of Public Instruction; and,

**Whereas**, the intention of this MOU is to provide a framework for respectful and cooperative communication that utilizes consensus building for improving programs and services; and,

**Whereas**, the primary outcome intended by this MOU is to improve the planning, communication, and coordination between the Wisconsin Department of Public Instruction and the Red Cliff Band of Lake Superior Chippewa of programs affecting the education of the Red Cliff Band of Lake Superior Chippewa tribal members; and,

**Whereas**, the parties intend to clarify their relationship to establish a common understanding regarding their roles, responsibilities, and procedures that will facilitate best practices between our agencies; and,

**Whereas**, the Wisconsin Department of Public Instruction, under the supervision of the state superintendent, has authority under the Wisconsin Constitution to oversee public education in the state; and,

**Whereas**, the Red Cliff Band of Lake Superior Chippewa is a sovereign nation overseeing the education of their tribal members; and,

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**Whereas**, both the Red Cliff Band of Lake Superior Chippewa and the Wisconsin Department of Public Instruction have a responsibility for the provision of education to school-age tribal members, it is critical to the quality of services that staff and representatives from the Red Cliff Band of Lake Superior Chippewa and the Wisconsin Department of Public Instruction understand and consult with one another to ensure that needed services are provided in an efficient, timely, culturally appropriate, and effective manner; and,

**Whereas**, representatives of the Red Cliff Band of Lake Superior Chippewa and the Wisconsin Department of Public Instruction have met on multiple occasions to discuss matters affecting quality education and issues of mutual concern to the parties.

**Therefore**, the Red Cliff Band of Lake Superior Chippewa and the Wisconsin Department of Public Instruction hereby resolve and agree they will mutually support and adhere to the following principles, and exert their best efforts in doing so.

## I. Parties

Richard A. Peterson, Chairman  
Red Cliff Band of Lake Superior  
88455 Pike Road  
Bayfield, WI 54814  
715-779-3700  
[Richard.peterson@redcliff-nsn.gov](mailto:Richard.peterson@redcliff-nsn.gov)

Tony Evers, State Superintendent  
Wisconsin Department of Public Instruction  
125 South Webster Street  
Madison, WI 53707-7841  
(608) 266-1212  
[dpistatesuperintendent@dpi.wi.gov](mailto:dpistatesuperintendent@dpi.wi.gov)

## II. Meetings and Consultation

### A. Participation and Use.

Both parties agree to meet as needed, minimally one time each year, to identify issues of mutual concern, discuss strategies, work to address identified issues, and to provide key contacts to advance work moving forward within the Red Cliff Band of Lake Superior Chippewa and the Wisconsin Department of Public Instruction.

Additionally, the Wisconsin Department of Public Instruction agrees to host a yearly meeting for all education directors and the leadership of each of the tribal nations in Wisconsin.

### B. Designation of Contacts.

The Red Cliff Band of Lake Superior Chippewa agrees to identify primary contacts to the Wisconsin Department of Public Instruction, and the Wisconsin Department of Public Instruction agrees to do the same on all issues identified in this agreement.



III. Communications

The Wisconsin Department of Public Instruction agrees to provide the Red Cliff Band of Lake Superior Chippewa with access to the same departmental listservs, social media, and published materials provided to public school districts.

IV. Cultural Awareness Training

The Wisconsin Department of Public Instruction commits to providing ongoing cultural awareness training to all of its staff to ensure improved communication, service, and understanding in working with the Red Cliff Band of Lake Superior Chippewa and serving tribal students.

Through its American Indian Studies Program established within the Wisconsin Department of Public Instruction via Wisconsin Act 31 to support school districts' efforts to provide instruction in Wisconsin American Indian history, culture, and tribal sovereignty, the Wisconsin Department of Public Instruction is committed to statewide trainings and technical assistance to school districts and the development and dissemination of resources and materials to ensure best practices and quality in teaching and learning about the history, culture, and tribal sovereignty of the eleven federally-recognized American Indian nations and tribal communities in the state of Wisconsin.

V. Issues

A. Increase Cultural Awareness and Understanding of the Tribal Nation

The Wisconsin Department of Public Instruction agrees to work with the Red Cliff Band of Lake Superior Chippewa to identify area school districts to create a collaboration and work proactively to address issues and concerns and comply with the provisions of Wisconsin Act 31 relative to the American Indian Studies Program.

The Department of Public Instruction further agrees to advocate with school districts and professional associations to increase awareness of Wisconsin Act 31 and culturally responsive practices

B. Intergovernmental Cooperation

The Wisconsin Department of Public Instruction agrees to work with the Red Cliff Band of Lake Superior Chippewa to identify issues that need to be brought forward to other state agencies or the legislature related to the education of school-age tribal members.

C. Every Student Succeeds Act (ESSA)

The Wisconsin Department of Public Instruction and the Red Cliff Band of Lake Superior Chippewa agree to work together on tribal and state goals and educational plans under ESSA to coordinate educational efforts.

D. Special Education

The Wisconsin Department of Public Instruction will provide additional technical assistance to the Red Cliff Band of Lake Superior Chippewa around special education and 504 plans, especially around performance measures and outcomes related to individualized education plans.

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## E. Financial Supports

The Wisconsin Department of Public Instruction will work with the Red Cliff Band of Lake Superior Chippewa to share information around impact aid and state and federal school finance data for the Bayfield School District.

## F. Educational Data

The Wisconsin Department of Public Instruction will work with the Red Cliff Band of Lake Superior Chippewa to provide information and technical support around the Bayfield School District report card under state and federal law, special education indicators, and the school performance report.

## G. Pupil Nondiscrimination

The Wisconsin Department of Public Instruction will work with the Red Cliff Band of Lake Superior Chippewa to examine pupil nondiscrimination data, rules, and procedures to ensure compliance with the law.

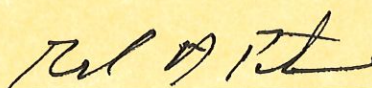
## VI. Term and Termination

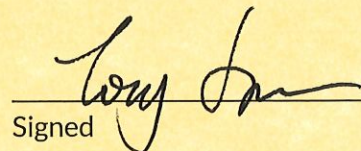
- A. The initial term of this MOU shall be a period of three (3) years, commencing on the effective date set forth above. Thereafter, this MOU shall be reviewed by the parties, who may choose to amend or extend the agreement.
- B. During the initial term and any renewal terms, this MOU may be terminated by either party upon sixty (60) days advance written notice to the other party. By such termination, no party may nullify obligations incurred prior to the effective date of termination. The sixty (60) days notice requirement may be waived by mutual written consent of the parties.

**IN WITNESS WHEREOF**, the parties have executed this MOU on the date shown below, to be effective as of the date signed. The signatories hereto personally represent that this MOU is executed pursuant to legal authorization by the organizations on behalf of which they are signing.

RED CLIFF BAND OF LAKE  
SUPERIOR CHIPPEWA

WISCONSIN DEPARTMENT OF  
PUBLIC INSTRUCTION

 12/13/18  
Signed Date

 12/3/18  
Signed Date